

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)



Order Filed on October 24, 2016  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

In Re:  
Giuseppe Cianci and Rita Cianci

Case No.: 16-19448

Adv. No.:

Hearing Date:

Judge: Kathryn C. Ferguson

**ORDER**

The relief set forth on the following pages, numbered two (2) through \_\_\_\_\_ is hereby **ORDERED**.

DATED: October 24, 2016

  
Honorable Kathryn C. Ferguson  
United States Bankruptcy Judge

**TUCKER ARENSBERG, P.C.**

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*Counsel to PNC Bank, National Association*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

In Re:	:	Bankruptcy No. 16-19448
	:	
Giuseppe Cianci	:	Chapter 13
Rita Cianci	:	
	:	Related to Doc No. 12
Debtors	:	
	:	Judge: Kathryn C. Ferguson
	:	

**STIPULATION OF PNC BANK, N.A. AND DEBTORS REGARDING THE DEBTORS'  
CHAPTER 13 PLAN**

PNC Bank, National Association ("PNC Bank"), by and through its undersigned counsel, and Giuseppe Cianci and Rita Cianci (the "**Debtors**") by and through their undersigned counsel, with the following Stipulation:

**RECITALS**

WHEREAS, the Debtors filed for protection under Chapter 13 of Title 11 of the United States Code on May 16, 2016 (the "Petition Date");

WHEREAS, the Debtors are obligated to PNC Bank pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement in the original principal amount of \$91,750.00 dated January 31, 2006 (the "Note");

WHEREAS, the Note is secured by a Mortgage on the Debtors' real property located at 61 Hawthorne Drive, Tinton Falls, New Jersey 07753 (the "Mortgaged Premises") that was

recorded on March 9, 2006 with the Monmouth County Records at Book 8547 and Page 6617 (the "Mortgage");

WHEREAS, on May 27, 2016, the Debtors filed a Chapter 13 Plan;

WHEREAS, PNC Bank and the Debtors have agreed upon the terms of the proposed agreement.

AND NOW, in consideration of the foregoing recitals, and with PNC Bank and the Debtors intending to be legally bound, the parties hereby stipulate and agree as follows:

1. The lien of PNC evidenced by the Mortgage on the Mortgaged Premises shall be avoided upon the completion of the Debtors' Chapter 13 Plan and the subsequent discharge of the Debtors;

2. The lien is held until plan completion and discharge and continuing until the Claim has been paid in full;

3. All other terms, provisions, conditions, obligations, covenants, agreements, rights and remedies set forth in the Note and Mortgage remain in full force and effect;

4. The Debtors cannot further modify or reduce PNC Bank's claim;

5. The terms of this Stipulation may not be modified, revised, altered or changed to any extent, whether set forth in a Chapter 13 Plan or not, without the express written consent of both the Debtors and PNC Bank;

5. The Debtors and PNC Bank agree that the recitals set forth herein are incorporated into the Stipulation as though set forth at length;

6. In the event the Debtors' Chapter 13 bankruptcy case is dismissed or converted to a Chapter 7, 11 or 12 bankruptcy case, the modification of the terms of the PNC Bank's secured


Claims by the terms of this Stipulation shall be deemed null and void without further hearing or Order; and

7. This Court shall retain jurisdiction to enforce the terms of this Stipulation.

WHEREFORE, PNC Bank and Debtors respectfully request that this Honorable Court execute the Order of Court approving the Stipulation.

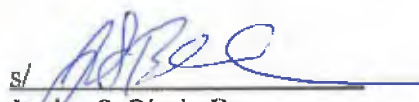
Stipulated and Agreed to:  
Counsel for the Debtors

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Stipulated and Agreed to:  
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